- 8. receuse said assignee of said Mortgage in offering the property in a lump acted in bad faith towards the mortgagor and his other oreditors and conducted the sale in such manner as to enable Otto Kamberger to bid it in at his own price and combined with said Otto Kamberger for that purpose, said Otto Kamberger being in fact as your mortgagor is informed and alleges the real owner of said mortgage though the same is assigned to said William E. Schloegel.
- For other good and sufficient reasons to be shown at the hearing.

Charles V.S.Levy

Filed August, 8th, 1994.

Solioitor for Louis Bretz, Mortgagor and objector

OBJECTION OF THOMAS J. CANNON TO SATISFACTION OF SALE.

William E. Schloegel assignee of Otto Kamberger mortgagee

No. 6273 EQUITY. In the Circuit Court for

of Louis Bretz

Frederick County

On.

In Equity.

PETITION.

To the Honorable the Judges of said Court. The Petition of Thomas J. Cannon and objection to the ratification of the sale reported in this cause respectfully states that he has several Judgments which are leins on the property mentioned, in these proceedings in this cause, and is interested in the property bringing what is worth and he prays that sale reported may not be ratified and assigned as causes why this sale should not be ratified this following.

- Because the mortgaged property consists of the undivided half interest in Lota numbers Sixty and Sixty-one in Brunswick, also in Lot number twelve in Block Number Nine, also in three Islands in the potomec River near Brunswick. That on Lot number sixty is a two story frame building and a drug store, dwelling house and hotel, also a one story building occupied as store room and restaraunt. also a splendid three story Brown Stone from brick dwelling used as a Bank, store rooms, opera house, lodge halls, and dwelling, and one lot Number sixty-one is a two story frame house occupied as a dwelling, another two story frame nuilding occulied as a dwelling a one story frame dwelling occulied as a livery stable and a none story frame building used as a town look up, and Lot number twelve in in Block No. nine is an unimproved building lot in an entirely different part of the town of Brunswlok and the islands are entirely separate and away from the rest of said property, and yet the assignee of said mortgage at his sale reported in spite of protest of this objector made at the time, offered all of said mortgaged property in one lot and at the same time and sold the same to Otto Kamberger the party who assigned said mortgage, that said property sold thus below its value and below that it would have brought if sild in separate parcels as it should have been sold and brought an inadequate price.
- 2. Because it was the duty of such assignée of said mortgagee to sell said property to the best advantage and it was his duty to sell the same in separate parcels which would have been more advan tageous, and there were bidders present who desired to bid on separate parcels and pay a fair price for the same yet said assignee refused to offer the same in seperate parcels putting up the whole together having the sale in about five monutes and then knocking it down to said Otto Kamberger. Because said assignee of said Mortgage offered the property in such form as to destroy competition by selling the same in a lump when it was eisly susceptible of division and would have made a far better sale there being hidders present who wanted to bid on separate parcels.
- Because said mortgaged property brought a grossly inadequate price.
- 5. Because said property was only for one thousand dollars and according to its terms and as matter of law said assignee had only the right to sell sufficient property to pay said mortgage claim and costs and expenses thereon and said property was susceptible of division, that he could have sold a separate parcel or parcels sufficient to pay his mortgage and the costs and expenses incident there to and yet he undertook to sell all the property in a lump for eight thousand dollars.
- 6. Because said assignee of said mortgage did not sell the property as advertised, having advertised the same to be sold in separate parcels and yet refused to sell the same but undertook to sell